



EMCON Northwest, Inc.

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12.3.138 v.2
3-9-95

March 9, 1995
Project 008.01

Mr. Sonny Bivins
Longview Fibre Company
P.O. Box 24867
5901 East Marginal Way South
Seattle, Washington 98124

Re: Proposal to Conduct Groundwater Sampling and Well Abandonment

Dear Mr. Bivins:

EMCON is pleased to present this proposal to Longview Fibre Company (LFC), to conduct the environmental services described below.

SCOPE OF WORK

LFC currently has three groundwater recovery wells installed in the vicinity of a former underground storage tank that had leaked petroleum product into the soil and groundwater. EMCON understands that the three recovery wells are approximately 12 feet deep and constructed of perforated, 36-inch-diameter corrugated metal pipe, similar to that used for surface water culverts. Construction details of the wells were not provided to EMCON, but LFC has indicated that the wells were probably hand dug or excavated using a backhoe (or other equipment), and the pipe (casing) installed in the hole. At your request, EMCON has prepared this scope of work and cost estimate to perform groundwater sampling activities prior to abandoning the groundwater recovery wells at the LFC Seattle Box Plant. The specific tasks to be performed are detailed below.

Task 1 - Groundwater Sampling

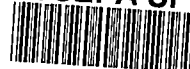
EMCON will collect groundwater samples from each of the three recovery wells on site. Before the start of sampling activities, each well will be sounded to determine the depth to water and the depth to the bottom of the well. Each well will also be checked for the presence of separate-phase petroleum hydrocarbons (floating product). If floating product is detected on the water table, EMCON will inform LFC of the situation and consult with LFC before proceeding further with the sampling activities.

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If floating product is not detected in the wells, EMCON will purge each well of approximately three casing volumes of groundwater and then collect groundwater samples. EMCON anticipates that approximately 750 gallons of water will be purged from each well, assuming a water depth of 4.75 feet in each well.

For the purpose of this proposal, EMCON assumes that floating product will not be present, and the purge water will not require treatment and may be discharged directly to a nearby on-site sewer manhole under LFC's current Municipality of Metropolitan Seattle (Metro) permit.

Temperature, pH, and specific conductance will be measured and recorded after the removal of each well casing volume during purging. These parameters will be required to stabilize within ± 10 percent difference between consecutive pore volume removals prior to obtaining a sample.

The groundwater samples collected from each well will be analyzed for total petroleum hydrocarbons as diesel (TPH-D) by using Ecology Method WTPH-D, and for benzene, toluene, ethylbenzene, and total xylenes (BTEX) by using EPA Method 8020. Laboratory analyses will be performed on a normal turnaround basis by Columbia Analytical Services, Inc., in Bothell, Washington.

Task 2 - Well Abandonment

Abandonment of the recovery wells will be contingent upon the results of the groundwater samples collected during Task 1. Abandoning activities will proceed if laboratory analyses indicated that the concentration of TPH and BTEX are below Model Toxics Control Act (MTCA) Method A¹ groundwater cleanup levels.

EMCON has contacted Mr. Rod Thompson of the Washington State Department of Ecology (Ecology) and verified that Ecology will allow the wells to be abandoned in place (i.e., removal of the casings is not required). EMCON will contract a licensed well driller to abandon the three recovery wells, and EMCON personnel will be present on site to oversee the abandonment operations. Following Ecology-recommended procedures, EMCON proposes to abandon the wells by backfilling the wells with clean sand or pea gravel to approximately 2 feet above the water table and then filling the remaining casing volume with cement-bentonite grout and a concrete cap.

¹ Chapter 173-340 WAC, *The Model Toxics Control Act Cleanup Regulation; Method A Cleanup Levels*. Amended December 1993.

Task 3 - Report Preparation

Following completion of Tasks 1 and 2, EMCON will prepare a brief letter report summarizing our field activities and findings from this work. The report will include a description of field activities and a copy of the groundwater sample laboratory results. A copy of the draft report will be submitted to LFC for review and comment. LFC's comments, if any, will be incorporated into the final report, which will be submitted to LFC.

BUDGET

The estimated costs for the work proposed under each task are based on time, materials, and expenses, and on the information available to EMCON at this time. Should conditions change, unforeseen circumstances arise, and/or work efforts be redirected, the cost estimate may require modification.

A breakdown of the costs estimated for the proposed tasks are presented in Table 1 and summarized below.

Task 1: Groundwater Sampling	\$2,057
Task 2: Well Abandonment	\$3,212
Task 3: Report Preparation	<u>\$2,340</u>
TOTAL ESTIMATED BUDGET	\$7,609

Carryover between tasks is assumed acceptable in order to provide flexibility in completing the overall project. Out-of-scope services, such as groundwater treatment, storage, and disposal, or alternative well abandonment, will be provided at your request in accordance with the attached Schedule of Charges.

SCHEDULE

EMCON can begin work within one week of receipt of authorization to proceed. We anticipate completing Tasks 1 within one week of receipt of authorization to proceed. Task 2 can be completed within approximately two weeks following receipt of the groundwater sample laboratory results, dependent upon the findings from Task 1 and subcontractor availability. Submittal of the draft report as part of Task 3 can be completed within approximately two weeks following completion of Tasks 1 and 2. This proposal is valid for 45 days.

Mr. Sonny Bivins
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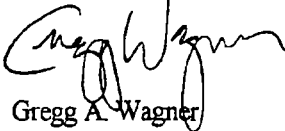
Project 008.01

If the above Scope of Work and cost estimate are acceptable, please indicate your approval of the proposal by signing below. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications to the attached language must be accepted by both parties. If you have questions, please call us at 206/485-5000.

Thank you for this opportunity to submit this proposal to Longview Fibre Company.

Sincerely,

EMCON



Gregg A. Wagner
Senior Environmental Scientist



Linda Dawson
Director, Environmental Services

Attachments: Estimated Budget
Schedule of Charges
General Terms and Conditions

cc/att: Contract Department
Anne Udaloj, EMCON

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "Schedule of Charges," "General Terms and Conditions" (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

Longview Fibre Company

By _____

Date _____

Name _____
(please print)

Title _____

Table 1

**Longview Fibre Company
Estimated Budget**

Task	Labor		Direct Costs ^b
	Hours	Costs ^a	
1 - Groundwater Sampling	17	1,305	\$752
2 - Well Abandonment	14	1,080	2,132
3 - Report Preparation	30	2,272	68
Subtotal	61	\$4,657	\$2,952
Total Estimated Budget			\$7,609
NOTE:			
a Includes clerical and graphics.			
b Includes drilling subcontractor, laboratory analyses, field equipment, photos, mail, and copies.			



Effective January 1, 1995

SCHEDULE OF CHARGES

PERSONNEL CHARGES

Professional

Rate Per Hour

Senior Managers/Technical Review.....	\$ 96 - 200
Project Managers.....	82 - 138
Senior Technical Staff.....	81 - 138
Certified Industrial Hygienists/Toxicologists	75 - 135
Project Staff	57 - 94

Technical

Field Technicians	\$ 33 - 70
Drafters/CAD Operators.....	41 - 85
Technical Writers/Editors	47 - 82
Project Assistants	37 - 78

Non-Technical

Office Services.....	\$ 32 - 75
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Depositions and Expert Witness Testimony, including preparation time, will be charged at 150% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

OUTSIDE SERVICES

Charges for special outside services, equipment and facilities not furnished directly by EMCON will be billed at cost plus 15 percent. Such charges may include, but shall not be limited to, the following services:

Printing and photographic reproduction	Rental and operation of drilling equipment
Rented vehicles	Rented field equipment
Transportation on public carriers	Shipping charges
Subconsultants/Subcontractors	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials



COMMUNICATIONS

The cost of communications including telephone charges, facsimile, express mail, postage, and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Reproduction - black & white, per page (non-routine)	\$.10
Reproduction - color, per page (non-routine)	1.25
Blueprints, per square foot25
Mylar, per square foot	2.00
Auto, per mile42
Pickup truck, per mile50
CADD laser plots: vellum, per square foot	1.00
CADD laser plots: mylar, per square foot	2.50

COMPUTER CHARGES

CAD/Modeling	\$ 15/hr
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SUPPLEMENTAL SCHEDULES OF CHARGES (Schedules available upon request)

- Chargeable Equipment
- Chemical Laboratory
- Soils Laboratory

Rate Changes

Schedule of Charges and Standard Equipment Rates are subject to change without notice.

Payment

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at the rate of 18% per annum.



GENERAL TERMS AND CONDITIONS

PROFESSIONAL RESPONSIBILITY. EMCON Northwest, Inc. (EMCON) shall perform services consistent with skill and care ordinarily exercised by other professional consultants under similar circumstances at the time services are performed, subject to any limitations established by Client as to degree of care, time or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by EMCON's services, proposals, agreements or reports.

RELATIONSHIP OF PARTIES. Nothing shall be construed or interpreted as requiring EMCON to assume the status of owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms or any other similar terms are used in any federal state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT. Invoices will be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%), but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. EMCON may, at its option, withhold delivery of reports and any other data pending receipt of payment for services rendered.

LIMITATION OF LIABILITY. Client agrees to limit the liability of EMCON, its officers, directors, shareholders, employees, agents, and representatives ("EMCON Parties") to Client for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to EMCON's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of EMCON's fee. Failure of Client to give written notice to EMCON of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by Client. In no event shall EMCON be liable for any indirect, special or consequential loss or damages.

INDEMNIFICATION. Subject to the limitation of liability above, EMCON shall indemnify, defend and hold harmless Client from any claim, suit, liability, damage, injury, cost or expense, including attorneys fees, (hereafter collectively called "Loss") arising out of EMCON Parties' breach of this Agreement, or EMCON Parties' willful misconduct or negligence in connection with the performance of the services under this Agreement.

Client agrees to indemnify, defend and hold harmless EMCON Parties from any Loss arising out of (a) Client's breach of the Agreement, (b) Client's willful misconduct or negligence in connection with performance of the Agreement, or (c) any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL. Client further agrees to indemnify EMCON Parties to the fullest extent permitted by law against any Loss arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials not arising out of EMCON Parties' willful misconduct or gross negligence. Without limiting the generality of the foregoing, Client specifically agrees to indemnify, defend and hold EMCON Parties harmless for any Loss under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance, where such Loss arises out of or relates to any preexisting actual or potential contamination and/or EMCON Parties' performance of services under this Agreement, but does not arise out of EMCON Parties' willful misconduct or gross negligence. Client further agrees to indemnify, defend and hold harmless the EMCON Parties from any loss in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY. Neither party shall be responsible for any indirect, special or consequential loss or damages arising from this Agreement.

TIME OF PERFORMANCE. EMCON makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond EMCON's control. Neither party will hold the other responsible for damages for delays in performance caused by Acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.



CHANGED CONDITIONS. If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not contemplated by EMCON and which materially affect EMCON's ability to perform or which would materially increase the costs to EMCON of performing, then EMCON will notify Client in writing, and EMCON and Client shall renegotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, EMCON shall be compensated for services rendered to the date of termination.

HAZARDOUS OR UNSAFE CONDITIONS. Client has fully informed EMCON of, and shall immediately inform EMCON when it becomes aware of any new information regarding, the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate EMCON if conditions require EMCON to take emergency measures to protect the health and safety of the parties, the public or the environment.

SUBSURFACE OBSTRUCTIONS. Client shall supply to EMCON plans which designate the location of all subsurface structures at the Project Site, and shall be responsible for any damage and shall indemnify EMCON for all Loss inadvertently caused by EMCON to any structure not so designated, or by Client's inaccurate identification of underground obstructions. Client warrants the accuracy of any information so supplied and understands and agrees that EMCON is entitled to and may rely on the accuracy of any and all information so supplied without independently verifying its accuracy.

RIGHT OF ENTRY. Client agrees to grant or arrange for right of entry at the Project Site, whether or not owned by Client. The cost of repairing any reasonably unavoidable damages is not part of the services or fee contemplated by this Agreement and shall be borne by Client.

REPORTING AND DISPOSAL. Client shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. EMCON may, in its sole discretion, agree to notify such agencies on behalf of Client, as Client's agent. Client shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of this Agreement entitled to rely on any work performed or reports prepared by EMCON hereunder for any purpose. Client shall indemnify and hold EMCON harmless against any liability for any Loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

DESIGNS AND DISCOVERIES; OWNERSHIP AND REUSE. All designs, ideas, discoveries, inventions or improvements utilized or developed by EMCON hereunder shall be deemed property of EMCON. Client is given no right in the form of ownership or license to such items. Any documents furnished by EMCON are not intended or represented as suitable for reuse by Client or others; any reuse without specific written approval and/or adaptation by EMCON for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to EMCON. Any transfer of electronic data hereunder is solely for Client's convenience "as is" without warranty as to contents, and is not project deliverable unless specifically agreed to the contrary. EMCON disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

ATTORNEYS FEES AND COSTS, OTHER. The prevailing party in any action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, costs and expenses, including staff time at current billing rates, court costs and other claim-related expenses. If EMCON is requested to respond to any mandatory orders for the production of documents or witnesses on Client's behalf regarding work performed by EMCON, client agrees to pay all costs and expenses incurred by EMCON not reimbursed by others in responding to such order, including attorneys fees, staff time at current billing rates and reproduction expenses. Any provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions will remain binding on the parties. The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. This Agreement, consisting of all documents attached hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. No amendment hereto will be binding unless reduced to writing and signed by authorized representatives of each party. This Agreement shall be subject to the laws of the state from which services of EMCON are procured.